

Christine Joyce

9/9 (8)

From: Stephanie B. Dubanowitz [sdubanowitz@andersonkreiger.com]
Sent: Tuesday, August 27, 2013 5:43 PM
To: Christine Joyce
Cc: Steve Ledoux
Subject: Materials for 9/9 meeting- Wood Lane
Attachments: BOS Vote- PSA Wood Lane (A0208759).doc; 20130827092955647.pdf

070

Good afternoon Christine,

I am attaching the BOS Vote and Purchase and Sale Agreement for the September 9th BOS meeting. Please have the Board execute (i) page 9 and (ii) Exhibit B (Escrow Agreement). Once executed, kindly scan a copy to my attention and send the originals via regular mail. Of course, please don't hesitate to call me with any questions.

Best,
Stéphanie

Stephanie B. Dubanowitz
ANDERSON & KREIGER LLP
One Canal Park, Suite 200
Cambridge, MA 02141
t: 617.621.6551
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www.andersonkreiger.com



Please consider the environment before printing this e-mail.

RECORD OF VOTE OF THE ACTON BOARD OF SELECTMEN
September 9, 2013

At a duly called public meeting of the Acton Board of Selectmen on September 9, 2013 the Board voted as follows with respect to that certain parcel of land shown as "Parcel A" on a plan entitled "Plan of Land in Acton, Mass.", dated August 22, 2011, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 619 of 2011 (the "Property"):

- (a) To approve and execute that certain Purchase and Sale Agreement concerning the Town's purchase of the Property in the form presented to the Board at its September 9, 2013 meeting; and
- (b) To authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the purchase of the Property in accordance with the Purchase and Sale Agreement and the applicable Town Meeting votes, including without limitation delivering closing funds and signing deeds, closing forms, closing documents, and settlement statements.

ACTON BOARD OF SELECTMEN

Janet K. Adachi, Chair

Michael Gowing, Vice-Chair

Katie Green, Clerk

David Clough

John Sonner

PURCHASE AND SALE AGREEMENT

As of this ____ day of September 2013 (the "Effective Date"):

1. Parties and Mailing Addresses:

The Acton Conservation Trust, Inc., a Massachusetts non-profit corporation, with a mailing address of P.O. Box 658, Acton, Massachusetts 01720 ("SELLER"), agrees to SELL and

The Town of Acton, by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 ("BUYER"), agrees to BUY, upon the terms set forth herein, the following described premises:

2. Description:

That certain parcel of land shown as "Parcel A" on a plan (the "Plan") entitled "Plan of Land in Acton, Mass.", dated August 22, 2011, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 619 of 2011 (the "Property"). Said Plan is attached hereto as Exhibit A.

For SELLER's title to the Property, see deed to SELLER dated August 1, 2012 and recorded with the Middlesex South District Registry of Deeds in Book 59662, Page 357.

3. Title Deed:

The Property is to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Easements, restrictions and reservations of record, so long as they do not interfere with use of the Property for conservation and park purposes.

4. Purchase Price:

The agreed purchase price for the Property is **Thirty Thousand Twenty-Five Dollars (\$30,025.00)** Dollars (the "Purchase Price"), of which

\$ 500.00 has been paid as a deposit this day (the "Deposit");

\$ 29,525.00 is to be paid at the time of delivery, acceptance and recording of the deed by certified, cashier's, treasurer's or bank check(s), conveyancing attorney's IOLTA check, or wire.

\$ 30,025.00 TOTAL

5. Time for Performance; Delivery of Deed:

Such deed is to be delivered at 10:00 A.M. on the 13th day of September 2013 (the "Closing Date") at the office of the Acton Town Manager at 472 Main Street, Acton, Massachusetts 01720, provided BUYER and SELLER shall have the right to extend the Closing Date by up to thirty (30) days upon written notice to the other party not less than five (5) days prior to the Closing Date, and provided further that SELLER shall not be entitled to extend under this paragraph if it has already extended the Closing Date under Paragraph 7 herein. It is agreed that time is of the essence of this Agreement.

6. Possession and Condition of Property:

Full possession of the Property free of all tenants and occupants is to be delivered at the time of the delivery of the deed, the Property to be then in compliance with provisions of any instrument referred to in Paragraph 3 hereof.

7. Extension to Perfect Title or Make Property Conform:

If at the time for performance of this Agreement SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be; (a) SELLER shall give written notice thereof to BUYER at least three (3) days before the time for the delivery of the deed, (b) SELLER may elect to use diligent, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (c) upon the delivery of the notice mentioned above and SELLER's election, the Closing Date shall be extended for a period of up to thirty (30) days, provided, however, that (y) such extension period shall be for as short a period as is required by SELLER to effect such necessary cure to the title or condition of the Property and (z) SELLER shall not be entitled, without BUYER's consent, to extend under this Paragraph 7 if it has already extended the Closing Date pursuant to Paragraph 5 herein. In the event of SELLER's election, SELLER's diligent good faith efforts hereunder shall not require SELLER to expend more than \$1,000, exclusive of sums paid to discharge mortgages, monetary liens and/or municipal charges.

8. Failure to Perfect Title or Make The Property Conform:

If, SELLER does not elect to remove any defects in title or to deliver possession as set forth above in paragraph 7 or at the expiration of the extended time provided in Paragraph 7 above, despite SELLER's diligent and good faith efforts, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. BUYER's Election to Accept Title:

BUYER shall have the election, at either the original Closing Date or any extended Closing Date, to accept such title as SELLER can deliver to the Property in its then condition and to pay therefor the Purchase Price without deduction, in which case the SELLER shall convey such title to BUYER.

10. Acceptance of Deed:

The acceptance and recording of a deed by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Use of Purchase Money to Clear Title:

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages only, as soon as possible thereafter in accordance with applicable laws and conveyancing practices.

12. Deposit:

The Deposit made hereunder shall be held in escrow by the law firm of Anderson & Kreiger LLP (the "Escrow Agent") in accordance with the terms and conditions of this Paragraph 12 and the agreement affixed hereto as Exhibit B (the "Escrow Agreement").

13. BUYER's Default; Damages:

If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be paid to SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at law or in equity for any breach of this Agreement by the BUYER.

14. Title:

It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- A. All buildings, structures and improvements, including, but not limited to, any driveways, garages, fences, septic systems and all means of access to the Property, are located completely within the boundary lines of said Property and shall not encroach upon or under the property of any other person or entity;
- B. No building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said Property;
- C. Title to the Property is insurable at normal title insurance premium rates, for the benefit of BUYER by a nationally-recognized title insurance company upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in BUYER free from all exceptions other than those exceptions set forth in Paragraph 3 or elsewhere in this Agreement; and

15. Access:

BUYER and its agents shall have the right of access to the Property prior to the Closing Date for the purpose of inspecting the condition of the Property.

16. Notices:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of transmission) or by electronic mail (with telephone confirmation of receipt):

in case of notice to SELLER, to: Acton Conservation Trust, Inc.
P.O. Box 658
Acton, Massachusetts 01720

with a copy to: Deborah A. Eliason, Esq.
Eliason Law Office, LLC
63 Middle St.
Gloucester, MA 01930
Tel: 978 283 7432
Fax: 978 283 9966
E-mail: deliason@eliasonlawoffice.com

in case of notice to BUYER, to: The Town of Acton

Board of Selectmen
472 Main Street
Acton, Massachusetts 01720
Tel: 978.929.6611
Fax: 978.929.6350

with copies to:

David L. Wiener and Stephanie B. Dubanowitz
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Tel: 617.621.6551
Fax: 617.621.6651

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile (with proof of transmission) or by electronic mail (with telephone confirmation of receipt), on the same business day.

17. REBA Standards:

Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement.

18. Underground Fuel Storage Tanks:

SELLER represents that, to the best of SELLER's knowledge and belief, without independent investigation, there are no underground fuel storage tanks on the Property. The provisions of this Paragraph 18 shall survive delivery of the deed for a period of six months.

19. SELLER'S Delivery of Property Documents:

SELLER acknowledges and agrees that it has delivered to BUYER, if available, (a) all environmental reports and assessments relating to the Property, (b) all geotechnical information relating to the Property, (c) all existing title documentation, (d) any existing surveys of the Property, and (e) other such documents and information in SELLER's control as BUYER has reasonably requested.

20. SELLER Delivery of Closing Documents:

SELLER shall cooperate with BUYER by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by BUYER's title insurance company and/or BUYER's attorney in conjunction with the closing.

21. Extensions:

By executing this Agreement, BUYER and SELLER hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions hereunder, and BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

22. Suits or Judgments:

SELLER represents to BUYER that SELLER has no notice or knowledge of any suits or judgments in relation to the Property. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof for a period of six months.

23. Brokers:

SELLER and BUYER each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, and SELLER shall hold BUYER harmless from and indemnify BUYER against all damages, claims, losses and liabilities, including reasonable attorney's fees, incurred by the other and arising out of or resulting from SELLER's failure of SELLER's representations and warranties under this paragraph. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

24. Closing Charges:

BUYER and SELLER agree that BUYER shall be responsible for payment of all customary and reasonable closing fees in connection with the conveyance of the Property as herein provided, including recording fees, expenses in connection with obtaining a good standing certificate for SELLER from the Massachusetts Secretary of State's Office and reasonable attorney's fees for SELLER's attorney in an amount not to exceed \$1000.

25. Municipal Purposes:

BUYER is acquiring the Property for conservation and park purposes. BUYER may elect to acquire the Property through one or more deeds for portions of the Property running to one or more municipal entities, boards or commissions upon notification to SELLER at least seven (7) days before the deed or deeds are to be delivered as herein provided. In such event, BUYER will be responsible for providing any plans necessary for recording and BUYER shall pay all expenses associated therewith.

26. Municipal Approvals and Processes:

Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are expressly subject to and contingent upon the approval of the Acton Board

of Selectmen and all other municipal approvals that are required for the purchase of the Property, including without limitation the Town of Acton completing the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the Town of Acton's reasonable satisfaction.

27. Buyer Termination:

In the event of any termination of this Agreement because of any default by SELLER, then the Deposit made under this Agreement shall be forthwith refunded in accordance with the Escrow Agreement and BUYER shall be entitled to pursue all remedies available to it in law and in equity, including without limitation specific performance.

28. Liability of Trustee, Shareholder, Beneficiary, etc.:

SELLER and BUYER are executing this Agreement in a representative or fiduciary capacity, and only the principal or the estate represented shall be bound; neither the SELLER nor BUYER so executing, nor any shareholder, board member or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

29. Severability:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

30. Prior Documents:

Any prior writing between the parties is hereby superseded and shall have no further force and effect.

31. Interpretation.

The parties acknowledge that any ambiguities are to be resolved against the drafting party in the interpretation of this Agreement or any exhibits or amendments hereto.

32. Signatures:

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

33. Construction of Agreement:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the

parties, is binding upon and enures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[Signatures to appear on next page.]

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

BUYER:

ACTON BOARD OF SELECTMEN

Janet K. Adachi, Chair

Michael Gowing, Vice-Chair

Katie Green, Clerk

David Clough

John Sonner

SELLER:

ACTON CONSERVATION TRUST, INC.

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Treasurer

EXHIBIT A

PLAN OF PROPERTY
(To be attached)



LOCAL MAP - NOT TO SCALE



OWNER'S DEED: 54993 / 303
ASSESSOR'S REF: F-4 / 41
ZONING CLASSIFICATION: R2
MIN. AREA - 20,000 S.F.
FRONTAGE - 150'
SETBACKS: FRONT 20' / SIDE & REAR 10'

NOTES:

1. PARCEL A IS NOT TO BE CONSIDERED A BUILDING LOT AND TO BE DIVIDED/CONVEYED TO LAND OF ACTON.
2. SETBACK SHOWN FROM RECORD INFORMATION AVAILABLE AT THE TOWN OF ACTON BUILDING DEPT.

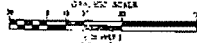
THIS PLAN IS SUBJECT TO ALL CONSENTS, RIGHTS-OF-WAY, EASEMENTS, ENCUMBRANCES, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE CURATIVE.

TOWN OF ACTON
Land/Map

LEGEND			
1/4" ACTON TOWN	2/4" ACTON TOWN	3/4" ACTON TOWN	4/4" ACTON TOWN
5/4" ACTON TOWN	6/4" ACTON TOWN	7/4" ACTON TOWN	8/4" ACTON TOWN
9/4" ACTON TOWN	10/4" ACTON TOWN	11/4" ACTON TOWN	12/4" ACTON TOWN
13/4" ACTON TOWN	14/4" ACTON TOWN	15/4" ACTON TOWN	16/4" ACTON TOWN
17/4" ACTON TOWN	18/4" ACTON TOWN	19/4" ACTON TOWN	20/4" ACTON TOWN
21/4" ACTON TOWN	22/4" ACTON TOWN	23/4" ACTON TOWN	24/4" ACTON TOWN
25/4" ACTON TOWN	26/4" ACTON TOWN	27/4" ACTON TOWN	28/4" ACTON TOWN
29/4" ACTON TOWN	30/4" ACTON TOWN	31/4" ACTON TOWN	32/4" ACTON TOWN
33/4" ACTON TOWN	34/4" ACTON TOWN	35/4" ACTON TOWN	36/4" ACTON TOWN
37/4" ACTON TOWN	38/4" ACTON TOWN	39/4" ACTON TOWN	40/4" ACTON TOWN
41/4" ACTON TOWN	42/4" ACTON TOWN	43/4" ACTON TOWN	44/4" ACTON TOWN
45/4" ACTON TOWN	46/4" ACTON TOWN	47/4" ACTON TOWN	48/4" ACTON TOWN
49/4" ACTON TOWN	50/4" ACTON TOWN	51/4" ACTON TOWN	52/4" ACTON TOWN
53/4" ACTON TOWN	54/4" ACTON TOWN	55/4" ACTON TOWN	56/4" ACTON TOWN
57/4" ACTON TOWN	58/4" ACTON TOWN	59/4" ACTON TOWN	60/4" ACTON TOWN
61/4" ACTON TOWN	62/4" ACTON TOWN	63/4" ACTON TOWN	64/4" ACTON TOWN
65/4" ACTON TOWN	66/4" ACTON TOWN	67/4" ACTON TOWN	68/4" ACTON TOWN
69/4" ACTON TOWN	70/4" ACTON TOWN	71/4" ACTON TOWN	72/4" ACTON TOWN
73/4" ACTON TOWN	74/4" ACTON TOWN	75/4" ACTON TOWN	76/4" ACTON TOWN
77/4" ACTON TOWN	78/4" ACTON TOWN	79/4" ACTON TOWN	80/4" ACTON TOWN
81/4" ACTON TOWN	82/4" ACTON TOWN	83/4" ACTON TOWN	84/4" ACTON TOWN
85/4" ACTON TOWN	86/4" ACTON TOWN	87/4" ACTON TOWN	88/4" ACTON TOWN
89/4" ACTON TOWN	90/4" ACTON TOWN	91/4" ACTON TOWN	92/4" ACTON TOWN
93/4" ACTON TOWN	94/4" ACTON TOWN	95/4" ACTON TOWN	96/4" ACTON TOWN
97/4" ACTON TOWN	98/4" ACTON TOWN	99/4" ACTON TOWN	100/4" ACTON TOWN

PARCEL A
AREA = 1.25 ACRES

LOT 1
AREA = 10.25 ACRES



PLAN REFERENCES:

- PLANS ON FILE AT THE MASSACHUSETTS DEPARTMENT OF REVENUE:
- PLAN 42 OF 1979 "COMPLEX PLAN OF LAND IN ACTON, MA" BY HANNA PLAN, DEC 21, 1979
 - PLAN 1032 OF 1975 "LAND IN ACTON, MA" BY HERMAN PLAN, JAN 8, 1975
 - PLAN 436 OF 1971 "PLAN OF LAND IN ACTON, MA" BY HANNA PLAN, APR 8, 1971

Submitted By: [Signature]
Submitted Date: [Date]
Plan No.: 111052
Date: Sept. 8, 2011

PLANNING BOARD DETERMINATION IS NOT A DETERMINATION AS TO CONFORMANCE WITH THE ZONING BYLAW.

APPROVAL UNDER THE 15-REVISIONS ACTING LAW NOT REQUIRED. ACTION PLANNING BOARD

[Signature]

DATE: Sept. 8, 2011

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE MASSACHUSETTS ACTING LAW OF THE REVISIONS OF 2010



GPR Engineering Solutions
for Land & Buildings
GPR ENGINEERING SOLUTIONS, INC.
1000 State St., Suite 200, Woburn, MA 01801
(781) 938-1100
www.gpr-engineering.com

**PLAN OF LAND
IN
ACTON, MASS.**

OWNER: [Name]
BY: [Signature]
ATTEST: [Signature]

DATE: [Date] FILE NO.: 111052 1 OF 1

EXHIBIT B

ESCROW AGREEMENT

WHEREAS, the Acton Conservation Trust, Inc., a Massachusetts non-profit corporation, with a mailing address of P.O. Box 658, Acton, Massachusetts 01720 (the "SELLER") and the Town of Acton, by and through its Board of Selectmen, having an address of 472 Main Street, Acton, Massachusetts 01720 (the "BUYER"), entered into that certain Purchase and Sale Agreement dated as of September __, 2013 (the "Agreement") for the real property known and numbered as 81 Wood Lane, Acton, Massachusetts (the "Property");

WHEREAS, the Agreement calls for the deposit of Five Hundred Dollars (\$500) of the purchase price (the "Escrow Sum") to be placed in escrow;

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to escrow the Escrow Sum as follows:

1. Buyer, Seller and the Escrow Agent agree to comply with the terms of the Agreement and this Escrow Agreement related to the Escrow Sum for the purposes hereof.
2. The Escrow Sum shall be retained by the Escrow Agent in a non-interest-bearing escrow account, and it shall be held in accordance with the terms set forth below:
 - a) In the event of a dispute relating to the Escrow Sum, the Escrow Agent shall retain all or any portion of the Escrow Sum pending the receipt of written instructions agreed to and signed by Seller and Buyer or receipt of a court order directing the distribution of the Escrow Sum after all appeals therefrom have been taken or appeals periods relating thereto have expired. In the alternative, the Escrow Agent may resign at any time by transferring the Escrow Sum to a successor escrow agent reasonably acceptable to Seller and Buyer, which successor agrees in writing to act as escrow agent.
 - b) Buyer and Seller jointly and severally agree to indemnify and hold the Escrow Agent harmless from any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any dispute concerning the Escrow Sum.
 - c) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein and in the Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instructions of, any or all of the parties hereto.
 - d) The Escrow Agent, in its sole discretion, may institute legal proceedings of any kind, including, but not limited to, a legal proceeding in any court of competent jurisdiction, to determine the obligations of the parties hereunder and to deposit the Escrow Sum in such court; and upon such deposit and institution of legal proceedings, the duties of the Escrow Agent shall be fully terminated and the Escrow Agent shall be fully discharged

from all such duties. The Escrow Agent shall not be required to institute or defend any administrative, arbitral, judicial or other action or legal process involving any matter referred to herein which in any manner affects it or its duties or liabilities hereunder unless and until it has received full indemnity as it shall in its sole discretion require against any and all claims, liabilities, judgments, attorneys' fees and other costs and expenses of any and every kind in relation thereto.

- e) In taking any action hereunder, the Escrow Agent shall be protected and may rely upon any notice, paper or document or signature believed by it to be genuine or upon any evidence deemed by it to be sufficient. In no event shall the Escrow Agent be liable for any act performed or omitted to be performed by it hereunder in the absence of gross negligence or willful misconduct, and in no event shall it be liable or responsible for any failure of any banking institution in which the Escrow Sum is deposited to pay such Escrow Sum at the Escrow Agent's direction.
 - f) The Escrow Agent shall not be under a duty to give the property held hereunder a greater degree of care than the Escrow Agent gives its own similar property.
 - g) The rights and immunities of the Escrow Agent hereunder shall apply equally to its partners, of counsel, associates, employees, affiliates and agents.
 - h) Seller and Buyer agree that Anderson & Kreiger LLP's status as Escrow Agent shall not affect its ability to act as Buyer's counsel in the event a dispute arises regarding the Escrow Sum, or any other dispute under this Escrow Agreement or with respect to the sale of the Property, and Seller and Buyer hereby waive any current or future conflict of interest which may result from the same.
 - i) This Agreement sets forth exclusively the duties of Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.
3. The Escrow Sum will be deposited in Escrow Agent's non-interest-bearing IOLTA account.
4. Any capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Agreement.

[The remainder of this page has been intentionally left blank.]

This document is executed under seal as of this ____ day of September 2013.

ACTON BOARD OF SELECTMEN

ACTON CONSERVATION TRUST, INC.

Janet K. Adachi, Chair

By: _____

Name: _____

Title: _____

Michael Gowing, Vice-Chair

Katie Green, Clerk

David Clough

John Sonner

ANDERSON & KREIGER LLP, as Escrow Agent

By: _____